

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM385444

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900361731
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Q2 Labs AB		10/02/2015	Corporation: SWEDEN

RECEIVING PARTY DATA

Name:	Net Insight Intellectual Property AB
Street Address:	Västberga allé 9
Internal Address:	126 30
City:	Hägersten
State/Country:	SWEDEN
Entity Type:	Corporation: SWEDEN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2185899	SCHEDUALL
Registration Number:	3844149	SCHEDULINK
Registration Number:	4134421	AVVA
Registration Number:	4118955	WEAVE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 954 334 5406
Email: jmiller@scheduall.com
Correspondent Name: ScheduALL
Address Line 1: 200 So Park Rd., Suite 250
Address Line 2: Janet Miller
Address Line 4: Hollywood, FLORIDA 33021

DOMESTIC REPRESENTATIVE

Name: ScheduALL
Address Line 1: 200 So Park Rd., Suite 250

Address Line 2: Janet Miller	
Address Line 4: Hollywood, FLORIDA 33021	
NAME OF SUBMITTER:	Brian Nelson
SIGNATURE:	/Brian Nelson/
DATE SIGNED:	05/24/2016
Total Attachments: 5 source=Assignment - Q2 to NIIP#page1.tif source=Assignment - Q2 to NIIP#page2.tif source=Assignment - Q2 to NIIP#page3.tif source=Assignment - Q2 to NIIP#page4.tif source=Assignment - Q2 to NIIP#page5.tif	

TRANSFER, CONVEYANCE AND ASSIGNMENT AGREEMENT

TRANSFER, CONVEYANCE AND ASSIGNMENT AGREEMENT (the "Assignment Agreement"), dated as of the 2nd day of October, 2015, entered into between **Q2 LABS AB**, a corporation organized under the laws of Sweden ("Q2") and **NET INSIGHT INTELLECTUAL PROPERTY AB**, a corporation organized under the laws of Sweden ("NIIP").

WITNESSETH

WHEREAS, Q2 owns all right, title and interest in and to the Software and Intellectual Property related thereto and therein, including, without limitation, as further described in Schedule A attached hereto (the "Transferred Assets"), with such capitalized terms having the meaning set forth in Schedule B;

WHEREAS, the parties acknowledge and agree that Q2 has received ownership of the Transferred Assets as a result of the assignment of such Transferred Assets from Net Insight AB, a Swedish company ("NIAB") to Q2, and NIAB received ownership of the Transferred Assets as a result of assignment of such Transferred Assets from VizualL, Inc., a Florida company ("ScheduALL") to NIAB, with all of the foregoing transfers effective as of even date herewith;

WHEREAS, the parties have received an independent third party written valuation of the Transferred Assets, which establishes the fair value of the Transferred Assets; and

WHEREAS, it is the desire of the parties for Q2 to transfer and assign to NIIP all of Q2's right, title and interest in and to the Transferred Assets.

NOW, THEREFORE, for good and valuable consideration, and in further consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, effective as of the date first set forth above, Q2 hereby covenants, agrees, sells, conveys, assigns, transfers and delivers to NIIP, which NIIP hereby accepts, all of Q2's right, title, interest and benefit in and to the Transferred Assets.

TO HAVE AND TO HOLD, all and singular, for its own use forever, the Transferred Assets hereby sold, assigned, transferred, conveyed and delivered, or intended so to be, unto NIIP, its successors and assigns forever.

NIIP hereby undertakes, assumes and agrees to perform, pay and discharge when due all liabilities and obligations accruing and required to be performed on or after the date hereof with respect to the Transferred Assets.

Q2 agrees to indemnify, defend and save harmless NIIP, its agents, servants, employees, assigns, officers and directors from and against all loss and liability for any special; direct; indirect; incidental; product liability; patent, copyright or trademark infringement; personal injury (including death) or damage to property; or consequential damages arising out of, or as a result of the sale or delivery of Transferred Assets hereunder to the extent arising on or prior to the date of transfer. NIIP agrees to indemnify, defend and save harmless Q2, its agents, servants, employees, assigns, officers and directors from and against all loss and liability for any special; direct; indirect; incidental; product liability; patent, copyright or trademark infringement; personal injury (including death) or damage to property; or consequential damages arising out of, or as a result of the sale or delivery of Transferred Assets hereunder to the extent arising after the date of transfer.

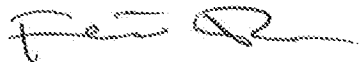
Nothing in this Assignment Agreement is intended to supersede, limit or qualify the obligations of Q2 and the Sellers in the Stock Purchase Agreement, dated September 2, 2015, between Net Insight AB, VizualL, Inc. (d/b/a ScheduALL) and the parties named therein, including, without limitation, Section 3.15 (Intellectual Property) and Article 11 (Indemnification), which provisions shall continue to apply in full force and effect. Each party hereby agrees on demand to make, execute, acknowledge and deliver any

and all further documents and instruments, and to do and cause to be done all such further acts, reasonably requested by the other party to evidence and/or in any manner to perfect the transfer and assignment to NIIP of the Transferred Assets contemplated hereby.

This Assignment Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Q2 and NIIP. This Assignment Agreement shall be governed by the laws of the State of Florida without giving effect to its conflict of laws principles.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed and delivered effective as of the date first written above.

Q2 LABS AB

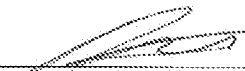
By: 
Name: Frank Timogard
Title: BoD

**NET INSIGHT INTELLECTUAL
PROPERTY AB**

By: 
Name: Frank Timogard
Title: Chairman  Per Lindgren

Acknowledged and Agreed.

VIZUALL, INC., D/B/A SCHEDUALL

By: 
Name: Ralph Quintero
Title: President

TRADEMARK

REEL: 005797 FRAME: 0408

SCHEDULE A

SOFTWARE PRODUCTS AND RELATED DOCUMENTATION

ScheduALL Software versions 4 and 5, and all extensions thereof

TRADEMARKS & TRADE NAMES; USPTO REGISTRATIONS

VIZUALL

SCHEDUALL, including Reg. No. 2185899

SCHEDULINK, including Reg. No. 384419

AVVA, including Reg. No. 853774

WEAVE, including Reg. No. 4118955

COPYRIGHTS; US COPYRIGHT REGISTRATIONS AND APPLICATIONS

ScheduALL Software versions 4 and 5, and all extensions thereof

Case 1-2598487631, ScheduALL for Windows v. 5.12

Reg. No. TX0007532662

Reg. No. TX0004312588

Reg. No. TX0002902696

DOMAIN NAMES

SCHEDULE B

"Copyrights" means all copyrights and copyrightable works (including databases and other compilations of information, mask works and semiconductor chip rights), including all rights of authorship, use, publication, reproduction, distribution, performance, transformation, moral rights and rights of ownership of copyrightable works and all registrations and rights to register and obtain renewals and extensions of registrations, together with all other interests accruing by reason of international copyright.

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all Patents, (b) all Trademarks and rights in telephone numbers, (c) all Copyrights, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all Trade Secrets (including all confidential business information), (f) all Software, (g) all material advertising and promotional materials, (h) all other proprietary rights in intangible property, and (i) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

"Patents" means (a) all national, regional and international patents and patent applications, including provisional patent applications, utility models or other similar rights; (b) all patent applications filed either from such patents, patent applications or other provisional applications or from an application claiming priority from either of these, including divisionals, continuations, continuations-in-part, substitutions, patents-of-addition, provisionals, converted provisionals, and continued prosecution applications; (c) any and all patents that have issued or in the future issue from the foregoing patent applications described in clauses (a) and (b), including utility models, petty patents and design patents and certificates of invention; (d) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications described in clauses (a), (b) and (c); (e) any and all causes of action, claims, demands or other rights occasioned from or because of any and all past, present and future infringement of any of the foregoing, including all rights to recover damages (including attorneys' fees), profits and injunctive or other relief for such infringement; and (f) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any such foregoing patent applications and patents.

"Software" means computer software programs (and all enhancements, versions, releases, and updates thereto), including software compilations, software tool sets, compilers, higher level or "proprietary" languages and all related programming and user documentation, whether in source code, object code or human readable form, or any translation or modification thereof that substantially preserves its original identity.

"Trademarks" shall mean all trademarks, registered trademarks, applications for registration of trademarks, service marks, registered service marks, applications for registration of service marks, trade names, registered trade names and applications for registration of trade names, service names, brand names, trade styles, trade dress rights, product configurations, logos, designs, corporate names, Internet domain name registrations, and other identifiers of source and all other general intangibles of a like nature, together with all translations, adaptations, derivations, and combinations of any of the foregoing, in each case, whether registered or unregistered, and all registrations and applications therefor, including all intent to use any of the foregoing if not registered or subject to a pending application and all rights and priorities afforded under any Law with respect to any of the foregoing, and all extensions, restorations and renewals of any of the foregoing, together with all goodwill connected with the use of and symbolized by any of the foregoing.

"Trade Secrets" shall mean any trade secrets, know-how, confidential unpatented or unpatentable inventions, invention disclosures, formulas, compositions, processes (including manufacturing and production processes and techniques), developments, discoveries, technology, product formulations, manufacturing processes, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, standard operating procedures, technical information, methods, tests, concepts, ideas, research and development, business and marketing plans and proposals, strategies or other information, data or materials which in the reasonable business judgment of the owner thereof have value or confer a competitive advantage to such owner due to being not generally known or not publicly disseminated.